



Rep. William Davis

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10200SB1751ham002

LRB102 11925 SPS 30289 a

1 AMENDMENT TO SENATE BILL 1751

2 AMENDMENT NO. _____. Amend Senate Bill 1751 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The State Finance Act is amended by adding
5 Section 5.970 as follows:

6 (30 ILCS 105/5.970 new)

7 Sec. 5.970. The Sourcing and Inspection Compliance Fund.

8 Section 10. The Animal Welfare Act is amended by changing
9 Sections 3.3, 3.6, 3.8, 3.9, 3.15, 20, and 22 and by adding
10 Sections 7.2 and 21.5 as follows:

11 (225 ILCS 605/3.3)

12 Sec. 3.3. Adoption of dogs and cats.

13 (a) An animal shelter or animal control facility shall not
14 adopt out any dog or adopt out or return to field any cat

1 unless it has been sterilized and microchipped. However, an
2 animal shelter or animal control facility may adopt out a dog
3 or cat that has not been sterilized and microchipped if the
4 adopting owner has executed a written agreement to have
5 sterilizing and microchipping procedures performed within 14
6 days after a licensed veterinarian certifies the dog or cat is
7 healthy enough for sterilizing and microchipping procedures
8 and a licensed veterinarian has certified that the dog or cat
9 is too sick or injured to be sterilized or it would be
10 detrimental to the health of the dog or cat to be sterilized or
11 microchipped at the time of the adoption.

12 (b) An animal shelter or animal control facility may adopt
13 out any dog or cat that is not free of disease, injury, or
14 abnormality if the disease, injury, or abnormality is
15 disclosed in writing to the adopter, and the animal shelter or
16 animal control facility allows the adopter to return the
17 animal to the animal shelter or animal control facility.

18 (c) The requirements of subsections (a) and (b) of this
19 Section do not apply to adoptions subject to Section 11 of the
20 Animal Control Act.

21 (d) An animal shelter or animal control facility shall not
22 conduct a background check on any individual as a condition of
23 adopting a dog or cat.

24 (Source: P.A. 101-295, eff. 8-9-19; 102-558, eff. 8-20-21.)

1 Sec. 3.6. Acceptance of stray dogs and cats.

2 (a) No animal shelter may accept a stray dog or cat unless
3 the animal is reported by the shelter to the animal control or
4 law enforcement of the county in which the animal is found by
5 the next business day. An animal shelter may accept animals
6 from: (1) the owner of the animal where the owner signs a
7 relinquishment form which states he or she is the owner of the
8 animal; (2) an animal shelter licensed under this Act; or (3)
9 an out-of-state animal control facility, rescue group, or
10 animal shelter that is duly licensed in their state or is a
11 not-for-profit organization. An animal shelter shall not
12 accept a dog or cat pursuant to items (2) or (3) unless it
13 obtains and keeps record of documentation attesting the dog or
14 cat was not obtained through compensation or payment to a dog
15 breeder or cat breeder.

16 (b) When stray dogs and cats are accepted by an animal
17 shelter, they must be scanned for the presence of a microchip
18 and examined for other currently-acceptable methods of
19 identification, including, but not limited to, identification
20 tags, tattoos, and rabies license tags. The examination for
21 identification shall be done within 24 hours after the intake
22 of each dog or cat. The animal shelter shall notify the owner
23 and transfer any dog with an identified owner to the animal
24 control or law enforcement agency in the jurisdiction in which
25 it was found or the local animal control agency for
26 redemption.

1 (c) If no transfer can occur, the animal shelter shall
2 make every reasonable attempt to contact the owner, agent, or
3 caretaker as soon as possible. The animal shelter shall give
4 notice of not less than 7 business days to the owner, agent, or
5 caretaker prior to disposal of the animal. The notice shall be
6 mailed to the last known address of the owner, agent, or
7 caretaker. Testimony of the animal shelter, or its authorized
8 agent, who mails the notice shall be evidence of the receipt of
9 the notice by the owner, agent, or caretaker of the animal. A
10 mailed notice shall remain the primary means of owner, agent,
11 or caretaker contact; however, the animal shelter shall also
12 attempt to contact the owner, agent, or caretaker by any other
13 contact information, such as by telephone or email address,
14 provided by the microchip or other method of identification
15 found on the dog or cat. If the dog or cat has been
16 microchipped and the primary contact listed by the chip
17 manufacturer cannot be located or refuses to reclaim the dog
18 or cat, an attempt shall be made to contact any secondary
19 contacts listed by the chip manufacturer or the purchaser of
20 the microchip if the purchaser is a nonprofit organization,
21 animal shelter, animal control facility, pet store, breeder,
22 or veterinary office prior to adoption, transfer, or
23 euthanization. Prior to transferring any stray dog or cat to
24 another humane shelter, pet store, rescue group, or
25 euthanization, the dog or cat shall be scanned again for the
26 presence of a microchip and examined for other means of

1 identification. If a second scan provides the same identifying
2 information as the initial intake scan and the owner, agent,
3 or caretaker has not been located or refuses to reclaim the dog
4 or cat, the animal shelter may proceed with adoption,
5 transfer, or euthanization.

6 (d) When stray dogs and cats are accepted by an animal
7 shelter and no owner can be identified, the shelter shall hold
8 the animal for the period specified in local ordinance prior
9 to adoption, transfer, or euthanasia. The animal shelter shall
10 allow access to the public to view the animals housed there. If
11 a dog is identified by an owner who desires to make redemption
12 of it, the dog shall be transferred to the local animal control
13 for redemption. If no transfer can occur, the animal shelter
14 shall proceed pursuant to Section 3.7. Upon lapse of the hold
15 period specified in local ordinance and no owner can be
16 identified, ownership of the animal, by operation of law,
17 transfers to the shelter that has custody of the animal.

18 (e) No representative of an animal shelter may enter
19 private property and remove an animal without permission from
20 the property owner and animal owner, nor can any
21 representative of an animal shelter direct another individual
22 to enter private property and remove an animal unless that
23 individual is an approved humane investigator (approved by the
24 Department) operating pursuant to the provisions of the Humane
25 Care for Animals Act.

26 (f) Nothing in this Section limits an animal shelter and

1 an animal control facility who, through mutual agreement, wish
2 to enter into an agreement for animal control, boarding,
3 holding, measures to improve life-saving, or other services
4 provided that the agreement requires parties adhere to the
5 provisions of the Animal Control Act, the Humane Euthanasia in
6 Animal Shelters Act, and the Humane Care for Animals Act.

7 (Source: P.A. 99-310, eff. 1-1-16; 100-322, eff. 8-24-17;
8 100-870, eff. 1-1-19.)

9 (225 ILCS 605/3.8)

10 (Text of Section before amendment by P.A. 102-586)

11 Sec. 3.8. Sourcing of dogs and cats sold by pet shops.

12 (a) A pet shop operator may not obtain a dog or cat for
13 resale or sell or offer for sale any dog or cat obtained from a
14 person who is required to be licensed by the pet dealer
15 regulations of the United States Department of Agriculture
16 under the federal Animal Welfare Act (7 U.S.C. 2131 et seq.) if
17 any of the following applies to the original breeder:

18 (1) The person is not currently licensed by the United
19 States Department of Agriculture under the federal Animal
20 Welfare Act.

21 (2) During the 2-year period before the day the dog or
22 cat is received by the pet shop, the person received a
23 direct or critical non-compliant citation on a final
24 inspection report from the United States Department of
25 Agriculture under the federal Animal Welfare Act.

1 (3) During the 2-year period before the day the dog or
2 cat is received by the pet shop, the person received 3 or
3 more non-compliant citations on a final inspection report
4 from the United States Department of Agriculture for
5 violations relating to the health or welfare of the animal
6 and the violations were not administrative in nature.

7 (4) The person received a no-access violation on each
8 of the 3 most recent final inspection reports from the
9 United States Department of Agriculture.

10 (b) A pet shop operator is presumed to have acted in good
11 faith and to have satisfied its obligation to ascertain
12 whether a person meets the criteria described in subsection
13 (a) of this Section if, when placing an order to obtain a dog
14 or cat for sale or resale, the pet shop operator conducts a
15 search for inspection reports that are readily available of
16 the breeder on the Animal Care Information System online
17 search tool maintained by the United States Department of
18 Agriculture. If inspection reports are not readily available
19 on the United States Department of Agriculture website, the
20 pet shop operator must obtain the inspection reports from the
21 person or persons required to meet the criteria described in
22 subsection (a) of this Section.

23 (c) Notwithstanding subsections (a) and (b) of this
24 Section, a pet shop operator may obtain a dog or cat for resale
25 or sell or offer for sale any dog or cat obtained from: (1) a
26 person that sells dogs only he or she has produced and raised

1 and who is not required to be licensed by the United States
2 Department of Agriculture, (2) a publicly operated pound or a
3 private non-profit humane society or rescue, or (3) an animal
4 adoption event conducted by a pound or humane society.

5 (d) A pet shop operator shall maintain records verifying
6 its compliance with this Section for 2 years after obtaining
7 the dog or cat to be sold or offered for sale. Records
8 maintained pursuant to this subsection (d) shall be open to
9 inspection on request by a Department of Agriculture
10 inspector.

11 (Source: P.A. 100-322, eff. 8-24-17.)

12 (Text of Section after amendment by P.A. 102-586)

13 Sec. 3.8. Sourcing ~~Prohibition~~ of dogs and cats sold by
14 pet shops; recordkeeping.

15 (a) A pet shop operator may offer for sale a dog or cat
16 only if the dog or cat is obtained from a verified breeder, ~~an~~
17 animal control facility, or animal shelter, located in-state
18 or out-of-state, that is in compliance with Section 3.9.

19 (b) A pet shop operator shall keep a record of each dog or
20 cat offered for sale. The record must be kept on file for a
21 period of 2 years following the acquisition of each dog or cat,
22 made available to the Department upon request, and submitted
23 to the Department on May 1 and November 1 of each year. The
24 record shall include the following:

25 (1) name, address, and phone number of the verified

1 breeder, animal control facility, or animal shelter each
2 dog or cat was obtained from; and

3 (2) documentation from the verified breeder, animal
4 control facility, or animal shelter each dog or cat was
5 obtained from demonstrating compliance with Section 3.9,
6 including the circumstances that led to the animal control
7 facility or animal shelter obtaining ownership of the dog
8 or cat and any other information indicating the dog or cat
9 was not obtained from a source prohibited in Section 3.9.

10 (c) (Blank). ~~In addition to the penalties set forth in~~
11 ~~Section 20.5, a pet shop operator that violates subsection (a)~~
12 ~~shall no longer offer for sale a dog or cat regardless of where~~
13 ~~the dog or cat was obtained.~~

14 (d) Nothing in this Section prohibits a pet shop operator
15 from providing space to an animal control facility or animal
16 shelter to showcase dogs or cats owned by these entities for
17 the purpose of adoption.

18 (Source: P.A. 102-586, eff. 2-23-22.)

19 (225 ILCS 605/3.9)

20 (This Section may contain text from a Public Act with a
21 delayed effective date)

22 Sec. 3.9. Verified breeders, animal ~~Animal~~ control
23 facilities, and animal shelters supplying to pet shop
24 operators.

25 (a) An animal control facility or animal shelter that

1 supplies dogs or cats to pet shop operators to be offered for
2 sale shall not be a dog breeder or a cat breeder or obtain dogs
3 or cats from a dog breeder, a cat breeder, a person who resells
4 dogs or cats from a breeder, or a person who sells dogs or cats
5 at auction in exchange for payment or compensation.

6 (b) An animal control facility or animal shelter that
7 supplies dogs or cats to pet shops to be offered for sale shall
8 provide pet shops with documentation demonstrating compliance
9 with this Section, including a description of the ownership
10 history of each dog or cat supplied, if known, the
11 circumstances that led to ownership of the dog or cat, and any
12 other information indicating the dog or cat was not obtained
13 from a source prohibited in this Section.

14 (c) To verify a breeder meets or exceeds the standards set
15 forth in 8 Ill. Adm. Code 25, a pet shop operator must obtain a
16 signed affidavit, or a document prescribed and provided by the
17 Department, from the breeder stating compliance with the
18 standards set by the Department and must be accompanied by one
19 or more of the following documents: (1) copies of inspection
20 reports over a 2-year period from the State or local
21 governmental entity that has jurisdiction certifying the
22 breeder meets or exceeds the standards within 8 Ill. Adm. Code
23 25; or (2) a copy of audit results, conducted within the past
24 16 months by an independent third party, certified as an ISO
25 9001 auditing firm, certifying the completion of an
26 outcome-based breeder standards program that meets or exceeds

1 the standards set forth in 8 Ill. Adm. Code 25. Failure to have
2 copies of inspection or audit reports shall be deemed a
3 violation under Section 10 of this Act.

4 (d) As used this Section:

5 "Outcome-based breeder standards program" means a program
6 approved by the Department that tests for and certifies the
7 physical welfare, behavioral welfare, and genetic health of
8 the animal, in addition to certifying standards in areas such
9 as nutrition, veterinary care, housing, handling, and
10 exercise.

11 "Verified breeder" means a breeder that satisfies the
12 requirements of subsection (c).

13 (Source: P.A. 102-586, eff. 2-23-22.)

14 (225 ILCS 605/3.15)

15 (Text of Section before amendment by P.A. 102-586)

16 Sec. 3.15. Disclosures for dogs and cats being sold by pet
17 shops.

18 (a) Prior to the time of sale, every pet shop operator
19 must, to the best of his or her knowledge, provide to the
20 consumer the following information on any dog or cat being
21 offered for sale:

22 (1) The retail price of the dog or cat, including any
23 additional fees or charges.

24 (2) The breed, age, date of birth, sex, and color of
25 the dog or cat.

1 (3) The date and description of any inoculation or
2 medical treatment that the dog or cat received while under
3 the possession of the pet shop operator.

4 (4) The name and business address of both the dog or
5 cat breeder and the facility where the dog or cat was born.
6 If the dog or cat breeder is located in the State, then the
7 breeder's license number. If the dog or cat breeder also
8 holds a license issued by the United States Department of
9 Agriculture, the breeder's federal license number.

10 (5) (Blank).

11 (6) If eligible for registration with a pedigree
12 registry, then the name and registration numbers of the
13 sire and dam and the address of the pedigree registry
14 where the sire and dam are registered.

15 (7) If the dog or cat was returned by a customer, then
16 the date and reason for the return.

17 (8) A copy of the pet shop's policy regarding
18 warranties, refunds, or returns and an explanation of the
19 remedy under subsections (f) through (m) of this Section
20 in addition to any other remedies available at law.

21 (9) The pet shop operator's license number issued by
22 the Illinois Department of Agriculture.

23 (10) Disclosure that the dog or cat has been
24 microchipped and the microchip has been enrolled in a
25 nationally searchable database. Pet stores must also
26 disclose that the purchaser has the option to list the pet

1 store as a secondary contact on the microchip.

2 (a-5) All dogs and cats shall be microchipped by a pet shop
3 operator prior to sale.

4 (b) The information required in subsection (a) shall be
5 provided to the customer in written form by the pet shop
6 operator and shall have an acknowledgement of disclosures
7 form, which must be signed by the customer and the pet shop
8 operator at the time of sale. The acknowledgement of
9 disclosures form shall include the following:

10 (1) A blank space for the dated signature and printed
11 name of the pet shop operator, which shall be immediately
12 beneath the following statement: "I hereby attest that all
13 of the above information is true and correct to the best of
14 my knowledge."

15 (2) A blank space for the customer to sign and print
16 his or her name and the date, which shall be immediately
17 beneath the following statement: "I hereby attest that
18 this disclosure was posted on or near the cage of the dog
19 or cat for sale and that I have read all of the
20 disclosures. I further understand that I am entitled to
21 keep a signed copy of this disclosure."

22 (c) A copy of the disclosures and the signed
23 acknowledgement of disclosures form shall be provided to the
24 customer at the time of sale and the original copy shall be
25 maintained by the pet shop operator for a period of 2 years
26 from the date of sale. A copy of the pet store operator's

1 policy regarding warranties, refunds, or returns shall be
2 provided to the customer.

3 (d) A pet shop operator shall post in a conspicuous place
4 in writing on or near the cage of any dog or cat available for
5 sale the information required by subsection (a) of this
6 Section 3.15.

7 (e) If there is an outbreak of distemper, parvovirus, or
8 any other contagious and potentially life-threatening disease,
9 the pet shop operator shall notify the Department immediately
10 upon becoming aware of the disease. If the Department issues a
11 quarantine, the pet shop operator shall notify, in writing and
12 within 2 business days of the quarantine, each customer who
13 purchased a dog or cat during the 2-week period prior to the
14 outbreak and quarantine.

15 (f) A customer who purchased a dog or cat from a pet shop
16 is entitled to a remedy under this Section if:

17 (1) within 21 days after the date of sale, a licensed
18 veterinarian states in writing that at the time of sale

19 (A) the dog or cat was unfit for purchase due to illness or
20 disease, the presence of symptoms of a contagious or
21 infectious disease, or obvious signs of severe parasitism
22 that are extreme enough to influence the general health of
23 the animal, excluding fleas or ticks, or (B) the dog or cat
24 has died from a disease that existed in the dog or cat on
25 or before the date of delivery to the customer; or

26 (2) within one year after the date of sale, a licensed

1 veterinarian states in writing that the dog or cat
2 possesses a congenital or hereditary condition that
3 adversely affects the health of the dog or cat or requires
4 either hospitalization or a non-elective surgical
5 procedure or has died of a congenital or hereditary
6 condition. Internal or external parasites may not be
7 considered to adversely affect the health of the dog
8 unless the presence of the parasites makes the dog or cat
9 clinically ill. The veterinarian's statement shall
10 include:

11 (A) the customer's name and address;

12 (B) a statement that the veterinarian examined the
13 dog or cat;

14 (C) the date or dates that the dog or cat was
15 examined;

16 (D) the breed and age of the dog or cat, if known;

17 (E) a statement that the dog or cat has or had a
18 disease, illness, or congenital or hereditary
19 condition that is subject to remedy; and

20 (F) the findings of the examination or necropsy,
21 including any lab results or copies of the results.

22 (g) A customer entitled to a remedy under subsection (f)
23 of this Section may:

24 (1) return the dog or cat to the pet shop for a full
25 refund of the purchase price;

26 (2) exchange the dog or cat for another dog or cat of

1 comparable value chosen by the customer;

2 (3) retain the dog or cat and be reimbursed for
3 reasonable veterinary fees for diagnosis and treatment of
4 the dog or cat, not to exceed the purchase price of the dog
5 or cat; or

6 (4) if the dog or cat is deceased, be reimbursed for
7 the full purchase price of the dog or cat plus reasonable
8 veterinary fees associated with the diagnosis and
9 treatment of the dog or cat, not to exceed one times the
10 purchase price of the dog or cat.

11 For the purposes of this subsection (g), veterinary fees
12 shall be considered reasonable if (i) the services provided
13 are appropriate for the diagnosis and treatment of the
14 disease, illness, or congenital or hereditary condition and
15 (ii) the cost of the services is comparable to that charged for
16 similar services by other licensed veterinarians located in
17 close proximity to the treating veterinarian.

18 (h) Unless the pet shop contests a reimbursement required
19 under subsection (g) of this Section, the reimbursement shall
20 be made to the customer no later than 10 business days after
21 the pet shop operator receives the veterinarian's statement
22 under subsection (f) of this Section.

23 (i) To obtain a remedy under this Section, a customer
24 shall:

25 (1) notify the pet shop as soon as reasonably possible
26 and not to exceed 3 business days after a diagnosis by a

1 licensed veterinarian of a disease, illness, or congenital
2 or hereditary condition of the dog or cat for which the
3 customer is seeking a remedy;

4 (2) provide to the pet shop a written statement
5 provided for under subsection (f) of this Section by a
6 licensed veterinarian within 5 business days after a
7 diagnosis by the veterinarian;

8 (3) upon request of the pet shop, take the dog or cat
9 for an examination by a second licensed veterinarian; the
10 customer may either choose the second licensed
11 veterinarian or allow the pet shop to choose the second
12 veterinarian, if the pet shop agrees to do so. The party
13 choosing the second veterinarian shall assume the cost of
14 the resulting examination; and

15 (4) if the customer requests a reimbursement of
16 veterinary fees, provide to the pet shop an itemized bill
17 for the disease, illness, or congenital or hereditary
18 condition of the dog or cat for which the customer is
19 seeking a remedy.

20 (j) A customer is not entitled to a remedy under this
21 Section if:

22 (1) the illness or death resulted from: (A)
23 maltreatment or neglect by the customer; (B) an injury
24 sustained after the delivery of the dog or cat to the
25 customer; or (C) an illness or disease contracted after
26 the delivery of the dog or cat to the customer;

1 (2) the customer does not carry out the recommended
2 treatment prescribed by the veterinarian who made the
3 diagnosis; or

4 (3) the customer does not return to the pet shop all
5 documents provided to register the dog or cat, unless the
6 documents have already been sent to the registry
7 organization.

8 (k) A pet shop may contest a remedy under this Section by
9 having the dog or cat examined by a second licensed
10 veterinarian pursuant to paragraph (3) of subsection (i) of
11 this Section if the dog or cat is still living. If the dog or
12 cat is deceased, the pet shop may choose to have the second
13 veterinarian review any records provided by the veterinarian
14 who examined or treated the dog or cat for the customer before
15 its death.

16 If the customer and the pet shop have not reached an
17 agreement within 10 business days after the examination of the
18 medical records and the dog or cat, if alive, or the dog's or
19 cat's medical records, if deceased, by the second
20 veterinarian, then:

21 (1) the customer may bring suit in a court of
22 competent jurisdiction to resolve the dispute; or

23 (2) if the customer and the pet shop agree in writing,
24 the parties may submit the dispute to binding arbitration.

25 If the court or arbiter finds that either party acted in
26 bad faith in seeking or denying the requested remedy, then the

1 offending party may be required to pay reasonable attorney's
2 fees and court costs of the adverse party.

3 (l) This Section shall not apply to any adoption of dogs or
4 cats, including those in which a pet shop or other
5 organization rents or donates space to facilitate the
6 adoption.

7 (m) If a pet shop offers its own warranty on a pet, a
8 customer may choose to waive the remedies provided under
9 subsection (f) of this Section in favor of choosing the
10 warranty provided by the pet shop. If a customer waives the
11 rights provided by subsection (f), the only remedies available
12 to the customer are those provided by the pet shop's warranty.
13 For the statement to be an effective waiver of the customer's
14 right to refund or exchange the animal under subsection (f),
15 the pet shop must provide, in writing, a statement of the
16 remedy under subsection (f) that the customer is waiving as
17 well as a written copy of the pet shop's warranty. For the
18 statement to be an effective waiver of the customer's right to
19 refund or exchange the animal under subsection (f), it shall
20 be substantially similar to the following language:

21 "I have agreed to accept the warranty provided by the
22 pet shop in lieu of the remedies under subsection (f) of
23 Section 3.15 of the Animal Welfare Act. I have received a
24 copy of the pet shop's warranty and a statement of the
25 remedies provided under subsection (f) of Section 3.15 of
26 the Animal Welfare Act. This is a waiver pursuant to

1 subsection (m) of Section 3.15 of the Animal Welfare Act
2 whereby I, the customer, relinquish any and all right to
3 return the animal for congenital and hereditary disorders
4 provided by subsection (f) of Section 3.15 of the Animal
5 Welfare Act. I agree that my exclusive remedy is the
6 warranty provided by the pet shop at the time of sale.".

7 (Source: P.A. 100-322, eff. 8-24-17.)

8 (Text of Section after amendment by P.A. 102-586)

9 Sec. 3.15. Disclosures for dogs and cats being sold by pet
10 shops.

11 (a) Prior to the time of sale, every pet shop operator
12 must, to the best of his or her knowledge, provide to the
13 consumer the following information on any dog or cat being
14 offered for sale:

15 (1) The retail price of the dog or cat, including any
16 additional fees or charges.

17 (2) The breed or breeds, if known, age, date of birth,
18 sex, and color of the dog or cat.

19 (3) The date and description of any inoculation or
20 medical treatment that the dog or cat received while under
21 the possession of the pet shop operator, and any
22 inoculation or medical treatment that the dog or cat
23 received while under the possession of the breeder, animal
24 control facility, or animal shelter that the pet shop
25 operator is aware of.

1 (4) Sourcing information required in subsection (b) of
2 Section 3.8.

3 (5) (Blank).

4 (6) (Blank).

5 (7) If the dog or cat was returned by a customer, then
6 the date and reason for the return.

7 (8) A copy of the pet shop's policy regarding
8 warranties, refunds, or returns and an explanation of the
9 remedy under subsections (f) through (m) of this Section
10 in addition to any other remedies available at law.

11 (9) The pet shop operator's license number issued by
12 the Illinois Department of Agriculture.

13 (10) Disclosure that the dog or cat has been
14 microchipped and the microchip has been enrolled in a
15 nationally searchable database. Pet stores must also
16 disclose that the purchaser has the option to list the pet
17 store as a secondary contact on the microchip.

18 (11) If eligible for registration with a pedigree
19 registry, then the name and registration numbers of the
20 sire and dam and the address of the pedigree registry
21 where the sire and dam are registered.

22 (a-5) All dogs and cats shall be microchipped by a pet shop
23 operator prior to sale.

24 (a-10) A pet shop operator shall not conduct a background
25 check on any individual as a condition of selling a dog or cat.

26 (b) The information required in subsection (a) shall be

1 provided to the customer in written form by the pet shop
2 operator and shall have an acknowledgement of disclosures
3 form, which must be signed by the customer and the pet shop
4 operator at the time of sale. The acknowledgement of
5 disclosures form shall include the following:

6 (1) A blank space for the dated signature and printed
7 name of the pet shop operator, which shall be immediately
8 beneath the following statement: "I hereby attest that all
9 of the above information is true and correct to the best of
10 my knowledge."

11 (2) A blank space for the customer to sign and print
12 his or her name and the date, which shall be immediately
13 beneath the following statement: "I hereby attest that
14 this disclosure was posted on or near the cage of the dog
15 or cat for sale and that I have read all of the
16 disclosures. I further understand that I am entitled to
17 keep a signed copy of this disclosure."

18 (c) A copy of the disclosures and the signed
19 acknowledgement of disclosures form shall be provided to the
20 customer at the time of sale and the original copy shall be
21 maintained by the pet shop operator for a period of 2 years
22 from the date of sale. A copy of the pet store operator's
23 policy regarding warranties, refunds, or returns shall be
24 provided to the customer.

25 (d) A pet shop operator shall post in writing on or near
26 the cage of any dog or cat available for sale the information

1 required by subsection (a) of this Section 3.15.

2 (e) If there is an outbreak of distemper, parvovirus, or
3 any other contagious and potentially life-threatening disease,
4 the pet shop operator shall notify the Department immediately
5 upon becoming aware of the disease. If the Department issues a
6 quarantine, the pet shop operator shall notify, in writing and
7 within 2 business days of the quarantine, each customer who
8 purchased a dog or cat during the 2-week period prior to the
9 outbreak and quarantine.

10 (f) A customer who purchased a dog or cat from a pet shop
11 is entitled to a remedy under this Section if:

12 (1) within 21 days after the date of sale, a licensed
13 veterinarian states in writing that at the time of sale
14 (A) the dog or cat was unfit for purchase due to illness or
15 disease, the presence of symptoms of a contagious or
16 infectious disease, or obvious signs of severe parasitism
17 that are extreme enough to influence the general health of
18 the animal, excluding fleas or ticks, or (B) the dog or cat
19 has died from a disease that existed in the dog or cat on
20 or before the date of delivery to the customer; or

21 (2) within one year after the date of sale, a licensed
22 veterinarian states in writing that the dog or cat
23 possesses a congenital or hereditary condition that
24 adversely affects the health of the dog or cat or requires
25 either hospitalization or a non-elective surgical
26 procedure or has died of a congenital or hereditary

1 condition. Internal or external parasites may not be
2 considered to adversely affect the health of the dog
3 unless the presence of the parasites makes the dog or cat
4 clinically ill. The veterinarian's statement shall
5 include:

6 (A) the customer's name and address;

7 (B) a statement that the veterinarian examined the
8 dog or cat;

9 (C) the date or dates that the dog or cat was
10 examined;

11 (D) the breed and age of the dog or cat, if known;

12 (E) a statement that the dog or cat has or had a
13 disease, illness, or congenital or hereditary
14 condition that is subject to remedy; and

15 (F) the findings of the examination or necropsy,
16 including any lab results or copies of the results.

17 (g) A customer entitled to a remedy under subsection (f)
18 of this Section may:

19 (1) return the dog or cat to the pet shop for a full
20 refund of the purchase price;

21 (2) exchange the dog or cat for another dog or cat of
22 comparable value chosen by the customer;

23 (3) retain the dog or cat and be reimbursed for
24 reasonable veterinary fees for diagnosis and treatment of
25 the dog or cat, not to exceed the purchase price of the dog
26 or cat; or

1 (4) if the dog or cat is deceased, be reimbursed for
2 the full purchase price of the dog or cat plus reasonable
3 veterinary fees associated with the diagnosis and
4 treatment of the dog or cat, not to exceed one times the
5 purchase price of the dog or cat.

6 For the purposes of this subsection (g), veterinary fees
7 shall be considered reasonable if (i) the services provided
8 are appropriate for the diagnosis and treatment of the
9 disease, illness, or congenital or hereditary condition and
10 (ii) the cost of the services is comparable to that charged for
11 similar services by other licensed veterinarians located in
12 close proximity to the treating veterinarian.

13 (h) Unless the pet shop contests a reimbursement required
14 under subsection (g) of this Section, the reimbursement shall
15 be made to the customer no later than 10 business days after
16 the pet shop operator receives the veterinarian's statement
17 under subsection (f) of this Section.

18 (i) To obtain a remedy under this Section, a customer
19 shall:

20 (1) notify the pet shop as soon as reasonably possible
21 and not to exceed 3 business days after a diagnosis by a
22 licensed veterinarian of a disease, illness, or congenital
23 or hereditary condition of the dog or cat for which the
24 customer is seeking a remedy;

25 (2) provide to the pet shop a written statement
26 provided for under subsection (f) of this Section by a

1 licensed veterinarian within 5 business days after a
2 diagnosis by the veterinarian;

3 (3) upon request of the pet shop, take the dog or cat
4 for an examination by a second licensed veterinarian; the
5 customer may either choose the second licensed
6 veterinarian or allow the pet shop to choose the second
7 veterinarian, if the pet shop agrees to do so. The party
8 choosing the second veterinarian shall assume the cost of
9 the resulting examination; and

10 (4) if the customer requests a reimbursement of
11 veterinary fees, provide to the pet shop an itemized bill
12 for the disease, illness, or congenital or hereditary
13 condition of the dog or cat for which the customer is
14 seeking a remedy.

15 (j) A customer is not entitled to a remedy under this
16 Section if:

17 (1) the illness or death resulted from: (A)
18 maltreatment or neglect by the customer; (B) an injury
19 sustained after the delivery of the dog or cat to the
20 customer; or (C) an illness or disease contracted after
21 the delivery of the dog or cat to the customer;

22 (2) the customer does not carry out the recommended
23 treatment prescribed by the veterinarian who made the
24 diagnosis; or

25 (3) the customer does not return to the pet shop all
26 documents provided to register the dog or cat, unless the

1 documents have already been sent to the registry
2 organization.

3 (k) A pet shop may contest a remedy under this Section by
4 having the dog or cat examined by a second licensed
5 veterinarian pursuant to paragraph (3) of subsection (i) of
6 this Section if the dog or cat is still living. If the dog or
7 cat is deceased, the pet shop may choose to have the second
8 veterinarian review any records provided by the veterinarian
9 who examined or treated the dog or cat for the customer before
10 its death.

11 If the customer and the pet shop have not reached an
12 agreement within 10 business days after the examination of the
13 medical records and the dog or cat, if alive, or the dog's or
14 cat's medical records, if deceased, by the second
15 veterinarian, then:

16 (1) the customer may bring suit in a court of
17 competent jurisdiction to resolve the dispute; or

18 (2) if the customer and the pet shop agree in writing,
19 the parties may submit the dispute to binding arbitration.

20 If the court or arbiter finds that either party acted in
21 bad faith in seeking or denying the requested remedy, then the
22 offending party may be required to pay reasonable attorney's
23 fees and court costs of the adverse party.

24 (l) This Section shall not apply to any adoption of dogs or
25 cats, including those in which a pet shop or other
26 organization rents or donates space to facilitate the

1 adoption.

2 (m) If a pet shop offers its own warranty on a pet, a
3 customer may choose to waive the remedies provided under
4 subsection (f) of this Section in favor of choosing the
5 warranty provided by the pet shop. If a customer waives the
6 rights provided by subsection (f), the only remedies available
7 to the customer are those provided by the pet shop's warranty.
8 For the statement to be an effective waiver of the customer's
9 right to refund or exchange the animal under subsection (f),
10 the pet shop must provide, in writing, a statement of the
11 remedy under subsection (f) that the customer is waiving as
12 well as a written copy of the pet shop's warranty. For the
13 statement to be an effective waiver of the customer's right to
14 refund or exchange the animal under subsection (f), it shall
15 be substantially similar to the following language:

16 "I have agreed to accept the warranty provided by the
17 pet shop in lieu of the remedies under subsection (f) of
18 Section 3.15 of the Animal Welfare Act. I have received a
19 copy of the pet shop's warranty and a statement of the
20 remedies provided under subsection (f) of Section 3.15 of
21 the Animal Welfare Act. This is a waiver pursuant to
22 subsection (m) of Section 3.15 of the Animal Welfare Act
23 whereby I, the customer, relinquish any and all right to
24 return the animal for congenital and hereditary disorders
25 provided by subsection (f) of Section 3.15 of the Animal
26 Welfare Act. I agree that my exclusive remedy is the

1 warranty provided by the pet shop at the time of sale."
2 (Source: P.A. 102-586, eff. 2-23-22.)

3 (225 ILCS 605/7.2 new)

4 Sec. 7.2. Sourcing compliance.

5 (a) The Department may, at any time, request copies of all
6 inspection reports, audit reports, affidavits, health
7 certificates, and microchipping records of any licensee to
8 verify compliance with this Act.

9 (b) If a pet store provides incomplete or out-of-date
10 copies of inspection or audit reports, the Department may
11 require a pet shop operator pay to have a dog or cat breeder
12 audited by an independent third party, certified as an
13 ISO-9001 auditing firm, certifying the breeder is in
14 compliance with this Act. The audit report shall be sent
15 directly to the Department. The Department shall notify the
16 pet shop operator of the audit results, and failure of the
17 breeder to pass an audit ordered by the Department shall be
18 deemed a violation of Section 10 of this Act by the pet shop
19 operator.

20 (225 ILCS 605/20) (from Ch. 8, par. 320)

21 (Text of Section before amendment by P.A. 102-586)

22 Sec. 20. Any person violating any provision of this Act or
23 any rule, regulation or order of the Department issued
24 pursuant to this Act is guilty of a Class C misdemeanor and

1 every day a violation continues constitutes a separate
2 offense.

3 (Source: P.A. 89-178, eff. 7-19-95.)

4 (Text of Section after amendment by P.A. 102-586)

5 Sec. 20. Any person violating any provision of this Act,
6 ~~other than a violation of Section 3.8 of this Act,~~ or any rule,
7 regulation, or order of the Department issued pursuant to this
8 Act is guilty of a Class C misdemeanor and every day a
9 violation continues constitutes a separate offense.

10 (Source: P.A. 102-586, eff. 2-23-22.)

11 (225 ILCS 605/21.5 new)

12 Sec. 21.5. Administrative fee on sales of dogs and cats by
13 pet shop operators. Beginning 120 days after the effective
14 date of this amendatory Act of the 102nd General Assembly, a
15 \$25 administrative fee shall be imposed on every dog or cat
16 sold by a pet shop operator. All fees collected under this
17 Section shall be deposited into the Sourcing and Inspection
18 Compliance Fund, which shall be created as a nonappropriated
19 fund administered by the Department for the ordinary and
20 contingent expenses of the Department in the administration of
21 this Section.

22 (225 ILCS 605/22) (from Ch. 8, par. 322)

23 Sec. 22. Except those fees paid pursuant to Section 21.5

1 of this Act, all ~~All~~ fees and other money received by the
2 Department under this Act shall be paid into the General
3 Revenue Fund in the State Treasury.

4 (Source: Laws 1965, p. 2956.)

5 Section 95. No acceleration or delay. Where this Act makes
6 changes in a statute that is represented in this Act by text
7 that is not yet or no longer in effect (for example, a Section
8 represented by multiple versions), the use of that text does
9 not accelerate or delay the taking effect of (i) the changes
10 made by this Act or (ii) provisions derived from any other
11 Public Act.".